

# Exhibit R

March 7, 1972

T. Kenwood Mullare, Esq.  
Corporate Counsel  
Aerovox Corporation  
New Bedford, Massachusetts 02741

Dear Mr. Mullare:

In accordance with our telephone conversation last week, attached are an original and three xerox copies of the "Special Undertaking by Purchasers of Polychlorinated Biphenyls" which has been modified to refer to both Monsanto Company and Monsanto Canada Limited. While retyping the agreement to make this change, I brought the parenthetical wording, which had appeared as a footnote on the earlier draft, into the body of the last paragraph on the first page.

An original and three copies of the agreement are enclosed because a total of four companies (including subsidiaries) are involved. If four copies of the agreement are signed, each company can maintain a fully signed copy in its own files.

Will you please have all copies of the agreement signed on behalf of Aerovox Corporation and Aerovox Canada Limited and return them to me. I will have them signed on behalf of Monsanto Company and Monsanto Canada Limited and will return two fully signed copies to you.

I will look forward to receiving the signed copies of the agreement from you.

Yours very truly,

Phocion S. Park  
Senior Attorney

PSP/pa  
Enclosures

# Monsanto

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MONSANTO INDUSTRIAL CHEMICALS CO.  
800 N. Lindbergh Boulevard  
St. Louis, Missouri 63168  
Phone: (314) 694-1000

## SPECIAL UNDERTAKING BY PURCHASERS OF POLYCHLORINATED BIPHENYLS

The undersigned Aerovcx Corporation and Aerovox Canada Limited ("Buyer" as used herein shall refer to either or both of such companies) desire to purchase certain polychlorinated biphenyl products ("PCB's") which are manufactured by Monsanto Company and distributed in Canada by Monsanto Canada Limited ("Monsanto" as used herein shall refer to both of such Monsanto companies). While Buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses (except to the extent arising from the failure of PCB's to conform to specifications) arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

-2-

All existing contracts for the sale of PCB's by Monsanto to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

AEROVOX CORPORATION

MONSANTO COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AEROVOX CANADA LIMITED

MONSANTO CANADA LIMITED

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**AVX** AEROVOX

Aerovox Corporation  
New Bedford  
Massachusetts 02741  
(617) 994-9661 Cable: AVX

March 22, 1972

Phocion S. Park, Esq.  
Senior Attorney  
Monsanto Company  
800 N. Lindberg Boulevard  
St. Louis, Missouri 63166

Dear Mr. Park:

I enclose an original and three copies of the "Special Undertaking by Purchasers of Polychlorinated Biphenyls" all of which have been executed in behalf of Aerovox Corporation and Aerovox Canada Limited. I understand that you will return two fully executed copies to me.

Very truly yours,



T. Kenwood Mullare, Jr.  
Corporate Counsel

TKM/eb  
Enclosure (4)

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